

RESTRICTIVE COVENANTS  
TRI-CITY HEIGHTS, INCORPORATED, PLAT No. 2

This plat and dedication are made subject to the following restrictions and covenants which run with the land and shall be binding on all parties and persons claiming under them until January 1, 1983, at which time said covenants shall automatically be extended for successive periods of 10 years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than a detached single-family dwelling, not to exceed one story in height, and a private garage for not more than two cars. All said structures shall be of new construction.

2. No building shall be located nearer than 35 feet to the front lot line, or nearer than 15 feet to the side lot line, or nearer than 10 feet from the back lot line, except that in the case of lots having a depth of less than 100 feet no building shall be located nearer than 25 feet to the front lot line. And except on corner lots at street intersections the setback on the side yard street shall be no less than 25 feet.

3. No trailer, basement, garage or other outbuilding erected or placed on any lot for use during construction period, as a temporary residence during the construction of a permanent residential dwelling shall be allowed to remain more than one year for such use.

4. No dwelling, the ground floor area of which structure, exclusive of open porches and garages, shall not be less than 1,000 square feet.

5. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished painting, within one year from the date of commencement of construction.

6. No fence, wall, hedge or mass planting over three feet high, other than foundation planting, shall be permitted between the street line and the minimum setback line of the main building.

7. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance to the neighborhood.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than twelve by eighteen inches, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes.

10. The Grantors, for themselves and their Grantees, successors and assigns, do hereby dedicate the plat above described, subject to utility easements over, across and under 5, 10 and 16 feet of the lots as described by the hyphenated lines and designated as utility easements on the face of the recorded plat for the purpose of installation, construction, re-construction, repair and maintenance of sewer lines, domestic and irrigation water lines, telephone lines, electric power lines, gas lines and any other public utilities.

IN WITNESS WHEREOF these presents have been executed this 7th day of May, 1953.

Signed and acknowledged by TRI-CITY HEIGHTS, INC, by L. L. Whitwer, President, D. S. Wilkinson, Secretary, and recorded May 14, 1953, under auditor's file No. 307650, records of Benton County, Washington.